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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BOARD OF EDUCATION OF THE CITY OF LONG BRANCH

AND

LONG BRANCH EDUCATION ASSOCIATION, INC.

FOR 1969-1970

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LONG BRANCH BOARD OF EDUCATION  
6 WEST END COURT, WEST END  
LONG BRANCH, NEW JERSEY

For the BOARD OF EDUCATION OF THE CITY OF LONG BRANCH:

Mr. Seymour Greenspan, President  
Dr. Harold J. Schaaff, Vice President  
Mr. A. A. Anastasia  
Rev. Cornelius P. Williams  
Mr. Robert Mazzacco

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Donald Van Brunt, Secretary  
William H. Meskill, Superintendent  
Milton G. Hughes, Assistant Superintendent  
John R. Halloran, Counsel

For the LONG BRANCH EDUCATION ASSOCIATION, INC.:

Mr. Michael Marchitto, President  
Mr. William Mahalik, Vice President  
Mr. Henry Stracke  
Mr. Valliant Straub  
Mr. Robert Irvine

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Miss Patricia Donohoe, Secretary  
John A. Molloy, N. J. E. A. Representative  
Hayden L. Messner, Jr., N. J. E. A. Representative

THIS AGREEMENT

entered into this 16th day of April, 1969, by and between

BOARD OF EDUCATION OF THE CITY OF  
LONG BRANCH, with offices at 6 West  
End Court, West End, in the City of  
Long Branch, County of Monmouth and  
State of New Jersey, hereinafter re-  
ferred to as the "BOARD"; and

LONG BRANCH EDUCATION ASSOCIATION,  
INC., a corporation of the State of New  
Jersey, hereinafter referred to as the  
"ASSOCIATION";

WITNESSETH:

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the following certificated personnel under contract with the Board: Specifically, teachers, which includes learning disability specialists and speech therapists, librarians, nurses and guidance counselors; excluding all others not herein mentioned.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II - NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in accordance with R.S. 34:13A-1, et seq. in a good faith effort to reach agreement on any proposed change or modification of this Agreement concerning the terms and conditions of teachers' employment for the period next ensuing the effective period of this Agreement. On or before September 15th of the calendar year preceding the calendar year in which this Agreement expires, the Association shall present to the Board in writing all changes and modifications of this Agreement proposed by the Association, and any proposal not submitted by the Association by September 15th of said calendar year shall not be a subject for consideration or discussion during the negotiations to be thereafter conducted by the parties for the next ensuing period of employment.

B. Upon receipt of the complete proposal from the Association, the Board may submit to the Association in writing any change or modification to this Agreement as it may propose, which proposal must be submitted not later than October 1 of said calendar year. Whether or not the Board shall submit such proposal, the Board through its Superintendent of Schools shall arrange an initial meeting between representatives of the Board and representatives of the Association, through the President of the Association, which meeting date shall be fixed by mutual agreement; provided, however, that said initial meeting shall be held not later than October 15th of said calendar year.

C. In Article I herein, the Board has recognized the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the personnel under contract with the Board as therein specifically enumerated, and any change or modification to this Agreement, or any new agreement so negotiated, shall apply to all teachers of the Board as enumerated in Article I, Paragraph A, of this Agreement. This recognition shall not impair the rights of any employees or group of employees of the Board under Article I, Section 19, of the Constitution of the State of New Jersey, or any applicable law or State administrative regulation now or hereafter enacted or promulgated.

D. Negotiations shall be conducted in the Conference Room of the Administrative Offices of the Board located at 6 West End Court, West End, Long Branch, or at any other mutually acceptable location, and the Board shall make available to the Association negotiation representatives a caucus room in which to meet fifteen (15) minutes prior to each scheduled negotiating session and for separate conferences

during each negotiating session as hereinafter prescribed..

E. Dates for conducting negotiations shall be fixed by mutual agreement of the parties hereto; provided, however, that no negotiating session shall be recessed without having agreed upon a new date upon which said negotiations shall be reconvened, and further provided that in no event shall said negotiations be recessed for a period in excess of seven (7) calendar days.

F. Times for commencement of negotiating sessions shall be fixed by mutual agreement of the parties hereto; provided, however, that no negotiating session shall be conducted during usual school or business hours as currently observed by the Board, and further provided that any negotiating session that is conducted during evening hours preceding a school or working day shall be terminated at 10:30 P.M. or as soon thereafter as a reasonable opportunity to recess said negotiations arises, it being the intent and purpose of this section to permit the parties to recess negotiations in a manner so as to preserve continuity and permit recapitulation and confirmation of understandings reached.

G. Neither party in any negotiations with respect to any change or modification of this Agreement or the terms and conditions of teachers' employment shall have any control over the selection of the negotiating representatives of the other party.

H. The Association, as majority representative (Chapter 303, Public Law 1968), designates the five (5) member Teacher-Board Relations Committee as its negotiating team. It is the prerogative of the Committee Chairman, with the consent of the Teacher-Board Relations Committee members, to add five (5) members to the Committee as needed. The same numerical limitation of ten (10) shall apply to the Board. One of the designees for each party shall be designated to serve as spokesman-negotiator, and said spokesman-negotiator shall be solely responsible for his team of representatives in all procedural details of negotiations, including, but not by way of limitation: fixing dates for negotiating sessions, requesting caucuses, initial presentation of proposals and counter-proposals, requesting information and clarification as to particular issues and proposals and tentative acceptance of proposals.

I. Either party, through its spokesman-negotiator, shall have the right to request a caucus or private conference among its team of representatives during the course of any negotiating session; provided, however, that no such caucus or private conference shall be longer than fifteen (15) minutes in duration.

J. As soon as possible after each negotiating session, but in any event before the start of the next ensuing negotiating session, the Board shall furnish each member of the Association team of representatives with a typed copy of those articles, parts or items upon which tentative agreement was reached. In the event the spokesman-negotiator for the Association team of representatives shall concur in the correctness of said tentative agreement as therein set forth, the spokesman-negotiator for each party shall initial one copy, which shall be retained by the Board, with a true copy to be provided to the Association. No agreement shall be deemed finalized or complete until all articles, parts or items proposed have been determined by mutual agreement.

K. It is acknowledged and understood that the team of representatives for the Association has previously been empowered and authorized by the general membership of the Association to reach final agreement on the terms and conditions of employment. After final agreement has been reached by the parties hereto, a complete draft thereof shall be prepared by the Board and shall be submitted to the Association membership and thereafter executed by the duly authorized officers of the Association, with formal adoption of said final agreement by the Board in public session to follow execution thereof by the Association. Association ratification shall take place within five (5) school days following receipt of the final agreement in written form, and the Board shall formally adopt the same at the next public meeting thereafter. No final agreement shall become effective and binding until formally adopted by the Board in public session and fully executed by the duly authorized officers of each party.

L. Any issue arising during the course of these negotiations pertaining to the procedures to be followed with respect thereto which is not expressly governed by the within Agreement shall be resolved by the mutual agreement of the parties.

M. All subjects, items and matters proposed or discussed during these negotiations which are not ultimately contained or provided for in the final agreement shall in no wise be binding upon either party hereto, and all subjects, items and matters so discussed shall be without prejudice to either party in any particular.

N. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### ARTICLE III - GRIEVANCE PROCEDURE

A. A "grievance" shall mean a complaint by a teacher (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the within Agreement; or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting teachers; provided, however, that the term "grievance" and the procedure relative thereto as hereinafter set forth shall not apply to the following matters:

- (a) Matters for which a method of review is prescribed either by law or by any rule or regulation of the State Commissioner of Education;
- (b) In matters where the Board is without authority to act;
- (c) Any matter which, according to law, is exclusively within the discretion of the Board;
- (d) A complaint of a non-tenure teacher which arises by reason of his not being re-employed; provided, the teacher has been evaluated in accordance with Board policy;
- (e) A complaint by any certificated personnel arising from appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required; provided, the teacher has been evaluated in accordance with Board policy.

B. In order for a grievance to be considered under this procedure, initial processing of said grievance must be commenced by the teacher within thirty (30) calendar days of either its occurrence or notice thereof to the aggrieved teacher.

C. A teacher with a grievance shall first discuss it with his principal directly with the objective of resolving the matter informally. Any permanently assigned teacher shall first discuss any grievance with his respective building principal, and all other teachers to whom this Agreement applies and who are not permanently assigned to a specific building will first discuss any grievance with the principal of the building in which said grievance arose, or if the nature of said grievance is not related to a specific building, then said non-assigned teacher shall first discuss said grievance with that principal who has previously been assigned as the evaluator of the particular teacher.

D. If the aggrieved teacher is not satisfied with the disposition of his grievance after discussion as provided in Paragraph C above, or if the principal has failed to render a decision upon said grievance within ten (10) school days after presentation thereof to him by the aggrieved teacher, the aggrieved teacher may file a grievance in writing to said principal within ten (10) school days thereafter, setting forth his grievance in writing and specifying:

- (1) The nature of the grievance.
- (2) The nature and extent of the injury, loss or inconvenience.
- (3) The results of the prior discussion with the principal pertaining to said grievance.
- (4) The teacher's dissatisfaction with the decision previously rendered.
- (5) Whether or not the aggrieved teacher desires a hearing.

In the event that the aggrieved teacher shall fail to request a hearing in said written grievance, his right to a hearing at this level shall be deemed to have been waived; provided, however, that nothing herein shall serve to prohibit the principal from initiating a request for an informal hearing in connection with said grievance within five (5) school days from his receipt thereof. In the event the aggrieved teacher shall request a hearing, the same will be held within five (5) school days from the date of filing of the written grievance with the principal. At such hearing, whether requested by the aggrieved teacher or the principal, the aggrieved teacher shall have the right to be accompanied thereto by the Association's designated representative, who shall be permitted to participate therein on his behalf. At any such hearing the principal shall have the right to have in attendance any member of his teaching or administrative staff with knowledge of facts pertaining to said grievance in order to assist the principal in making a determination thereon. Within five (5) school days from the date of said hearing, or if no hearing is held, within ten (10) school days from the receipt by the principal of the written grievance, the principal shall prepare and render to the aggrieved teacher his decision in writing with respect to said grievance. The principal may set forth in said decision his reasons therefor, and if a hearing was held by the principal with respect to said grievance, the decision shall be preceded with a summary of the matters discussed at said hearing, in writing, which shall accompany said decision.

E. If the aggrieved teacher is not satisfied with the disposition of his grievance at the principal level as described in Paragraph D herein, or if no decision has been rendered within ten (10) school days after filing of said written grievance, the aggrieved teacher may file the grievance, in writing, with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within ten (10) school days after the decision was rendered at the principal level or should have been rendered, the written grievance shall be accompanied by the written decision rendered at the principal level. Within five (5) school days after receipt of said written grievance, the Chairman of the PR&R Committee shall file said grievance together with a copy of the decision rendered at the principal level and any documentation annexed thereto with the Superintendent of Schools for the Board (hereinafter referred to as "Superintendent"). If the aggrieved teacher desires a hearing by the Superintendent, a written request therefor shall accompany the filing of the grievance with the Superintendent and in the event the aggrieved teacher shall fail to request a hearing with the filing of said written grievance with the Superintendent, his right to a hearing at this level shall be deemed to have been waived; provided, however, that nothing herein shall serve to prohibit the Superintendent from initiating a request for an informal hearing in connection with said grievance within five (5) school days from his receipt thereof. In the event the aggrieved teacher shall request a hearing, the same will be held within five (5) school days from the date of filing of the written grievance with the Superintendent. At such hearing, whether requested by the aggrieved teacher or the Superintendent, the aggrieved teacher shall have the right to be accompanied thereto by the Association's designated representative, who shall be permitted to participate therein on his behalf. At any such hearing the Superintendent shall have the right to have in attendance the principal who rendered the decision below and/or any members of his teaching or administrative staff with knowledge of facts pertaining to said grievance in order to assist the Superintendent in making a determination thereon. Within five (5) school days from the date of said hearing, or if no hearing is held, within ten (10) school days from the receipt by the Superintendent of the written grievance, the Superintendent shall prepare and render to the aggrieved teacher his decision in writing with respect to said grievance. The Superintendent may set forth in said decision his reasons therefor, and if a hearing was held by the Superintendent with respect to said grievance, the decision shall be preceded with a summary of the matters discussed at said hearing, in writing, which shall accompany said decision.

F. If the aggrieved teacher is not satisfied with the disposition of his grievance at the Superintendent level as set forth in Paragraph E herein, or if no decision has been rendered within ten (10) school days after the grievance was filed with the Superintendent as set forth therein, the aggrieved teacher may file a request in writing for a review by the Board of Education within ten (10) school days after the decision was rendered at the Superintendent level, or should have been rendered, and said request for review shall be submitted in writing through the Superintendent, who shall attach all related papers, decisions and summaries to said request and forward all documents to the Board within ten (10) days from the receipt thereof. The Board shall review the grievance and may, at its option, conduct a hearing in connection with said grievance within fifteen (15) school days from its receipt thereof. In the event the Board shall conduct such a hearing, the aggrieved teacher shall have the right to be accompanied thereto by the Association's designated representative, who shall be permitted to participate therein on his behalf, and at any such hearing the Board shall have the right to have in attendance the Superintendent and principal who rendered the decision below and/or any members of his teaching or administrative staff with knowledge of facts pertaining to said grievance. Within fifteen (15) school days from the date of said hearing, or if no hearing is held, within thirty (30) school days from the receipt by the Board of the request for review of said grievance, the Board shall prepare and render to the aggrieved teacher its decision, in writing, with respect to said grievance and its reasons therefor.

G. If the aggrieved teacher is not satisfied with the disposition of his grievance at the Board level as described in Paragraph F herein, or if no decision has been rendered within thirty (30) school days after filing of said written request for review of said grievance, the aggrieved teacher may request, in writing, to the Board through the Superintendent the appointment of an Advisory Fact-Finder/Mediator within five (5) school days after the decision was rendered at the Board level, or should have been rendered, and said request shall be in writing and accompanied by the decision of the Board together with all prior decisions and summaries rendered in connection with said grievance. Within five (5) school days from the filing of said request for appointment of an Advisory Fact-Finder/Mediator with the Superintendent, the parties hereto will agree upon and designate an individual to serve as said Advisory Fact-Finder/Mediator from the list of names annexed hereto as "Schedule A." In the event that the parties hereto shall fail to agree upon an individual to serve as the Advisory Fact-Finder/Mediator as hereinabove set forth within ten (10) days from

the filing of said request for his appointment with the Superintendent, representatives of the parties hereto shall meet within five (5) days after the expiration of said period for the purpose of selecting said Advisory Fact-Finder/Mediator in the following manner. The list of proposed Advisory Fact-Finders/Mediators as contained in "Schedule A" herein shall be considered by the parties' representatives and the Association's representatives will first be permitted to strike one name from this list. Thereafter the Board's representatives will be next permitted to strike one name from such list. Then, alternatively, each party's representative will strike one additional name, in turn, and the person whose name last remains as not being stricken from the list shall constitute the Advisory Fact-Finder/Mediator for the particular grievance as filed. As soon as practicable after the appointment of said Advisory Fact-Finder/Mediator has been made, said Advisory Fact-Finder/Mediator shall endeavor to mediate the grievance in an effort to resolve the matters in difference between the parties before conducting hearing thereon. In the event that the Advisory Fact-Finder/Mediator, after attempt at mediation, shall conclude that further mediation would serve no useful purpose, the Advisory Fact-Finder/Mediator shall conduct a formal hearing with respect to said grievance for the purpose of making findings of fact and recommendations for settlement based thereon to the parties. In the event that the parties hereto shall fail to accept the recommendations for settlement of said grievance and shall fail to otherwise resolve the matters in difference between them with respect to said grievance, the Advisory Fact-Finder/Mediator shall have the power to publish his findings of fact and recommendations for settlement. The costs incurred in the appointment of an Advisory Fact-Finder/Mediator and for the services thereof, if any, shall be borne equally by the Board and the Association, and any other expenses incurred in connection with the processing of a grievance as hereinabove set forth shall be borne by the party incurring same.

H. If the grievance as presented to the Advisory Fact-Finder/Mediator is not resolved by him to the satisfaction of the parties hereto, then either party shall be free to exercise any and all remedies and procedures provided by statutory law or applicable rules and regulations of the State Commissioner of Education.

I. Following the filing of a formal written grievance as prescribed in Paragraph D herein, any aggrieved teacher may be represented at all stages of the grievance procedure thereafter by himself or, at his election, by a representative of the Association; provided, however,

that no person other than the aggrieved teacher himself shall have the right to participate in any initial discussion of a grievance with a principal as prescribed in Paragraph C herein.

J. No reprisals of any kind shall be taken by the Board or by any member of its administrative staff against any teacher by reason of his participation in the processing of a grievance as hereinabove set forth.

K. In the event that a grievance shall involve more than one teacher, those teachers desirous of processing that grievance shall comply with the procedure hereinabove set forth in the same manner as though processed by a single teacher. In the event that a grievance shall be processed by a group of teachers who do not have recourse to a common principal, in such event the grievance shall be processed in accordance with Paragraphs B and C herein before a panel of principals comprised of all building principals of teachers involved in the processing of said grievance. In all other respects the foregoing grievance procedure shall operate as specified for a single teacher.

L. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

M. Forms for filing grievances and requests for review shall be prepared jointly by the Superintendent and the Association and thereafter the responsibility for the duplication and distribution thereof shall rest with the Association. Upon the agreement as to said forms, the same shall be incorporated by reference as a part of this Agreement, and no grievance shall be processed in which said forms are not utilized.

N. No teacher shall have the right to refuse to follow an administrative directive or Board policy upon the grounds that he has instituted a grievance, and all teachers, including the aggrieved teacher, shall continue to comply with directives or Board policies as requested by the Superintendent and/or administrators regardless of the pendency of any grievance until said grievance is properly and finally determined.

O. If, at any level of the grievance procedure as herein set forth, the aggrieved party shall fail to proceed to the next level

within the time period herein specified, said grievance shall be deemed to have been abandoned and the most recent decision rendered thereon shall be considered to be binding upon the aggrieved party.

P. All hearings conducted under this grievance procedure shall be conducted in private and in confidence, and no person attending a grievance hearing at any level shall divulge the nature of those proceedings to any person not actually in attendance at said hearing.

Q. The aggrieved teacher shall have the right to legal counsel at all stages of the grievance procedure as hereinabove set forth, at his election. Legal counsel for the Board of Education may likewise be in attendance at any stage of the grievance procedure as herein set forth upon the request of the Principal, Superintendent or Board of Education.

SCHEDULE A

PANEL OF ADVISORY FACT-FINDERS/MEDIATORS

The parties hereto agree that in accordance with Article III, Paragraph G, an Advisory Fact-Finder/Mediator for any grievance thereunder, when requested by either party, shall be selected from the following list of names in accordance with the procedure spelled out in Article III, Paragraph G.

1. Hon. J. Edward Knight, Superior Court Judge,  
Retired.
2. Harvey Wardell, Executive Director, Monmouth  
Park.
3. Hon. David A. Nimmo, Superior Court Judge,  
Retired.
4. Monroe Berkowitz, Professor of Economics,  
Rutgers, The State University.
5. Louis J. Barbour, Bank Executive, New Jersey  
National Bank and Trust Company, Retired.
6. Rev. Victor Yannatelli, President, St. Peter's  
College.
7. Dr. Mason W. Gross, President, Rutgers,  
The State University.

Any person selected from the foregoing list to serve as Advisory Fact-Finder/Mediator pursuant to Article III, Paragraph G, herein, shall be compensated for his time at a rate to be mutually agreed upon, but not to exceed \$30.00 per hour, inclusive of all expenses, the cost of which shall be borne equally by the parties herein as provided by Article III, Paragraph G.

#### ARTICLE IV - TEACHERS' RIGHTS

A. The parties hereto agree that all teachers in the Long Branch School District shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations concerning the terms and conditions of their employment, and nothing contained herein shall be construed to deprive any teacher in said School District of any rights now enjoyed by teachers as conferred and guaranteed by the Constitution of the State of New Jersey and of the United States, and all duly enacted laws of the State of New Jersey pursuant thereto, including but not by way of limitation R. S. 34:13A-1, et seq., commonly known as the New Jersey Employer-Employee Relations Act.

B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to teachers covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement, and unless otherwise specifically provided herein, said Agreement shall not be deemed to modify, change or alter any existing rule, regulation or policy of the Board.

C. Any teacher who is to be involuntarily transferred from one school building to another within the Long Branch School District shall be advised in writing of that transfer not less than thirty (30) days prior to the effective date thereof, except in cases of emergency requiring such transfer to be made effective less than thirty (30) days of the date of that determination, in which event notice of such transfer shall be given in writing to the teacher involved at the earliest practicable date.

D. Elementary school teachers may have a thirty (30) minute duty-free lunch period.

## ARTICLE V - BOARD RIGHTS

The Board, on its own behalf and on behalf of the City of Long Branch, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its teachers in the performance of their employment;
- (2) To hire, direct, promote, transfer, assign and retain teachers in positions within the school district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve teachers from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;
- (3) To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted;
- (4) To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as may be deemed necessary or advisable by the Board;
- (5) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

- (6) To determine class schedules, the hours of student instruction, and the duties, responsibilities and assignments of teachers with respect thereto, and non-teaching activities;
- (7) To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

The exercise of the foregoing rights and powers by the Board, the adoption of policies and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the within agreement, and then only to the extent that such express terms are in conformity with the Constitution and laws of the State of New Jersey and of the United States, and all decisional law and regulations of the State Department of Education and the Commissioner of Education of this State, and nothing contained herein shall be considered to deprive the Board of any rights as provided thereunder.

## ARTICLE VI - ASSOCIATION RIGHTS

The Association shall have the following rights and privileges during the term of the within Agreement:

- (1) Pursuant to R.S. 34:13A-1, et seq. the Board hereby agrees that the teachers shall have the right to join or not to join the Association. For the purpose of engaging in collective negotiations pertaining to the terms and conditions of their employment, the Board agrees that it will not discriminate against any teacher with respect to the terms or conditions of his employment by reason of his membership in the Association or his participation in any activities thereof;
- (2) No teacher shall be prevented from wearing the normal organizational insignia as identification of membership in the Association or its affiliates;
- (3) The Association and its representatives shall have the right to use school buildings for professional meetings upon request after the close of school on school days, provided that all requests for such building use shall conform to existing applicable rules and regulations of the Board. Any requests by the Association for the use of a school building for a professional meeting shall be made in advance, in writing, to the particular building Principal, who shall have the authority to designate a reasonable time and place for such meeting within the building so as not to interfere with other regularly scheduled meetings and activities being held therein; provided, however, that if the use of the said school building by the Association results in any expense to the Board for utilities, custodial services or any other service, the Association shall reimburse the Board for such expense, and further provided that the Association shall leave any premises so used by it in a suitable condition for the next user thereof;
- (4) No meeting, hearing or conference as defined, specified or provided for in the within agreement shall be held or conducted during normal school hours except in emergency situations by mutual agreement;

- (5) The Association shall be permitted the use of one-half of one bulletin board in each teacher's room for the purpose of posting official Association notices; provided, however, that no Association notices, posters or informational bulletins of any sort shall be posted elsewhere in any school building. All Association notices as posted in teachers' rooms shall be official organizational materials, and all notices prior to posting shall be signed by the authorized Association building representative, who shall be solely responsible for the posting and content thereof, and who shall exhibit said notices to the building Principal before posting, although the prior approval of the Principal shall not be a prerequisite to the posting thereof;
- (6) The Association may distribute to teachers within the school buildings by use of the existing school mailbox facilities materials dealing with appropriate and legitimate business of the Association; provided, however, that all such materials shall be distributed before or after normal school hours, and further provided that no member of the administration or employee in the business offices of the Board or its secretarial staff shall be responsible for the preparation, posting or distribution of materials for the Association.
- (7) At all times in its exercise of the foregoing rights and privileges, the Association agrees that it will in no way involve members of the student body in any Association organizational affairs nor will the Association permit the use of students as couriers either inside or outside of school buildings.

## ARTICLE VII - SCHOOL CALENDAR

The school calendar shall be adopted by the Board of Education upon the recommendation of the Superintendent of Schools after consultation with the Executive Committee of the Association. The school calendar as thus adopted will be set forth in Schedule B which is annexed hereto and made a part hereof and is incorporated herein by reference. With reference to the school calendar for the year 1969-70, it is mutually agreed and understood by the parties hereto that said calendar will have to remain flexible in view of the recently adopted Federal law requiring the celebration of certain holidays to be held on Monday in the year 1970. Any change in the school calendar as thus adopted by the Board of Education in order to conform with said law shall be permitted to be accomplished by amendment to be adopted by the Board of Education at public session, with notice of any such changes to be given to the Association following the adoption thereof by the Board.

## ARTICLE VIII - TEACHER EVALUATION

A. The parties hereto recognize the desire and responsibility of the Board to employ the best professional personnel available and, through a program of guidance, develop that personnel and the educational program in order that each pupil in the Long Branch School District be given the best opportunity modern educational practice can offer. To that end an Evaluative Guide as hereinafter set forth is intended to stimulate good teaching through constructive analysis of each teacher's work, recognizing at all times that no teaching is either good or poor in an absolute sense.

### B. Evaluative Conference

1. At least once every year, and in the case of teachers who have not established tenure, at least three times a year, after adequate observation throughout the interval since the previous evaluation, an appointment relative to teacher growth shall be arranged between the Principal and the Teacher.

2. At the beginning of the school year both the Teacher and the Principal shall receive a copy of this evaluation sheet, which is to be a guide in the continuing process of self-evaluation during the year. Sub-topics, listed under each heading, are designed to serve as suggestions and are not to be considered as either eliminating other comment or requiring that comment be made on all of these headings or sub-topics. A date for conference shall be set at least two weeks in advance of each evaluation.

3. The Principal and the Teacher shall have filled out their respective copies of the Evaluative Guide prior to the conference, and at said conference they shall discuss their respective contents for the purpose of exchanging ideas which shall have better teaching as their main objective.

4. Understanding the possibility of differences of opinion arising in the course of such a conference, and with the intent of preserving the integrity of both Teacher and Principal in conducting said conference any such differences of opinion shall be noted by both Teacher and Principal at the bottom of each copy of the Evaluative Guide. The Principal shall retain his copy of the Evaluative Guide for each teacher on file in his office.

C. Principal's Report

1. Following the Evaluative Conference the Principal will prepare a concise report, in triplicate, with each copy to be signed by both the Principal and the Teacher involved. In signing said report the Teacher shall have the opportunity to agree or disagree with the contents of said report, stating the reasons for such agreement or disagreement on each copy thereof. The original of said report will immediately thereafter be forwarded to the office of the Superintendent of Schools, with one copy to be retained on file in the Principal's office and the third copy to be given to the Teacher involved. It is distinctly understood that the signature of the Teacher on said report attests only to the fact that both the Teacher and the Principal have read the contents of said evaluation report.

2. In the event that it becomes apparent in the judgment of the Principal that a renewal of a particular teacher's contract is in question, such judgment shall be clearly stated in the Principal's report and the Principal shall further state what steps or procedures have been undertaken to assist the Teacher to remedy the deficiencies or delinquencies involved.

3. Nothing herein shall prevent the Principal from forwarding additional information concerning the work of the teacher as he may deem necessary to the Superintendent of Schools, provided that said Principal shall have first discussed the problems concerned with respect to said information with the particular Teacher involved. Provided, however, that where such information shall constitute a complaint by a Principal against a Teacher, a copy thereof shall be first provided to the Teacher involved.

D. Existing Policy of Teacher Evaluation to be Preserved.

It is the intent and purpose of the foregoing paragraphs in this Article to restate the teacher evaluation policy presently in existence and followed by the Board in the Long Branch School District, and nothing herein set forth shall be deemed to in any way restrict, modify or broaden said policy as the same has been previously conducted by the Board through its Superintendent of Schools and administrative staff.

E. All monitoring or supervision of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher, and the use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited.

F. A teacher shall have the right upon request to review the contents of his personnel file, except for personal recommendations and/or pre-employment evaluations which were solicited and received in confidence.

G. Any written complaints regarding a teacher made to the Board or its administrative staff by any parent, student or other person, which are used in the evaluation of that teacher, shall be promptly investigated and called to the attention of the teacher involved, and said teacher shall be given an opportunity to respond to any such complaint by direct communication to the Board through the Superintendent of Schools, and any such written complaint shall be placed in the personnel file of the Teacher involved.

H. Classroom observation reports shall be presented to the teacher involved by the Principal or Supervisor periodically in written form.

I. Final evaluation of a teacher upon termination of his employment in the Long Branch School District shall be concluded prior to severance.

## ARTICLE IX - SICK LEAVE AND PERSONAL ABSENCES

### A. Annual Sick Leave

Teachers employed by the Board of Education shall be granted annual sick leave as follows:

#### 1. Ten (10) Month Contract Employees

Employees on a ten month contract basis shall be entitled to an annual sick leave of ten (10) days per contract year at full pay.

#### 2. Twelve (12) Month Contract Employees

Employees on a twelve month contract basis shall be entitled to annual sick leave of twelve (12) days per contract year at full pay.

#### 3. Sick Leave - Accumulative

Sick leave for both 1 and 2 above shall be accumulative. That is, all days of annual sick leave not utilized during a contract year shall accumulate to the employees benefit.

#### 4. Days Required Beyond Accumulated Sick Leave

If any teacher shall require more than the maximum number of days of sick leave (to which said teacher is entitled with full pay) substitute's pay shall be deducted for an additional 10 days in any one contract year. Deduction of the substitute rate shall be effective whether or not a substitute is employed for an individual. Absence due to sickness, beyond the additional 10 days provided for herein, in any one year will be subject to full deduction of a day's salary for each additional day. (Rare cases deemed meritorious by the Board of Education may be given special consideration without establishing a general rule for future practice.)

5. Proof of Illness

In the event a teacher shall be absent more than three (3) consecutive days because of personal illness or quarantine (non job or job accident related), it shall be the option of the Superintendent or the Board of Education (through their authorized representatives) to require a physician's certificate verifying the absence and reason therefore.

6. Sick Leave - Definition of -

Sick leave is hereby defined to mean "the absence from his or her post of duty, because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district medical authorities on account of a contagious disease or by virtue of being quarantined for such a disease in his or her immediate household."

Exception

"Absence from post of duty due to accident on the job (covered by Workmen's Compensation) shall not be charged against sick leave." Such absence shall be paid for at full rate of pay.

7. A Day's Salary - Definition of -

(a) A day's pay for all ten (10) month professional employees shall be defined as one-two hundredth (1/200) of the annual contractual salary.  
(Chapter 142 - P. L. 1942)

(b) A day's pay for all twelve (12) month professional employees shall be defined as one-two hundredth and sixtieth (1/260) of the annual contractual salary or annual salary rate, whichever shall apply.

8. Substitute's Pay - Definition of -

The rate of substitute's pay for all professional employees shall be established annually by the Board of Education. Effective September 1, 1968, the daily rate for professional substitute's pay shall be \$20 per day.

B. Other Types of Personal Absences

1. Family Illness

Teachers or other staff members whose absence is due to the serious illness of a member of the immediate family, shall receive salary less substitute's pay for a maximum of five (5) working days.

Absence beyond five (5) days shall be charged at rate of full deduction of pay for each day beyond five (5) allowed.

The Superintendent of Schools or the Board of Education shall have the right to request a physician's certificate substantiating such absence. For the purpose of this paragraph the immediate family shall include teacher's mother, father, sister, brother, wife or husband and employee's children or stepchildren.

2. Death in the Family

Teacher absence caused by death in the immediate family shall receive full salary for a period not to exceed five (5) days. In the event of death, the immediate family shall be considered to include mother, father, sister, brother, wife or husband, children of teacher, including stepchildren, mother-in-law, father-in-law, sister-in-law and brother-in-law.

3. Urgent Business

Teachers shall be granted, upon written request to the Superintendent of Schools, two (2) days per school or fiscal year for urgent business not possible to conduct on other than a school day because of conditions beyond the control of the Teacher.

Written requests for urgent business should be submitted through the Teacher's immediate supervisor to the Superintendent of Schools, as early as possible preceding date being requested.

Immediate occurring urgent conditions may receive permission by phone from the Superintendent's office if followed by confirming written request.

The counsel of the Cooperating Committee may be sought by the Superintendent or Board of Education in cases seeming to concern the welfare of all teachers. No deduction of pay shall be made for these two (2) urgent business days when prior approval is granted. Lack of prior approval shall mean deduction of a full day's pay. Ordinarily, days before and after holiday periods will not be allowed. (Some examples of urgent business - death of friend or relative, e.g., grandparents not covered under other parts of this policy, closing on house, family member to or from hospital, religious holidays, graduation of son or daughter from college, etc.)

#### 4. Personal Business

Staff members who are absent from school for causes other than those covered in this policy or absent beyond times provided for, will usually have full salary deducted. Exceptional cases may be referred to the Board of Education through the office of the Superintendent of Schools for special consideration. Written requests for personal business must be submitted as far in advance as possible and normally not less than one week.

#### 5. Court Subpoenas

All teachers shall be granted leave, without deduction of salary when absence is necessitated because of a civil court subpoena on school matters or on any matter for which a subpoena is received. Copy of subpoena shall be submitted along with written request if teacher wishes to be granted leave without deduction of salary.

**6. Annual Teachers' Convention**

Teachers shall be granted permission to attend the annual convention of the New Jersey Education Association for a period of not more than two (2) days in any one year, without deduction of salary.

(R.S. 18A:31-2)

Teachers may be granted permission to attend other teachers' meetings or conventions without deduction of salary. Such permission shall have the prior approval of the Superintendent and Principal, and shall be submitted in writing three (3) weeks prior to convention.

**7. Professional Day**

Teachers may be granted one (1) professional visiting day a year without deduction of salary. The day selected as the visiting day and the site of the visitation shall be approved by the Superintendent and Principal and shall be submitted in writing three (3) weeks prior to date of visitation requested.

## ARTICLE X - SABBATICAL LEAVES

1. Any teacher who has served in the Long Branch Public School District for a period of not less than eight (8) years, may upon recommendation of the Superintendent be granted a leave of absence of one (1) year for the purpose of professional improvement through study and/or travel.
2. During this sabbatical period such teacher agrees not to engage in any employment for a remuneration without the prior approval of the Superintendent.
3. In the event that a scholarship stipend is a part of the sabbatical arrangements, the total cash remuneration (stipend plus sabbatical salary) may not exceed the annual salary of the teacher for that year in which the sabbatical has been granted.
4. During this leave of absence (sabbatical) the teacher shall continue in the employment of the Board of Education and shall receive an annual compensation from the Board of Education equal to one-half the salary for which he or she would normally be entitled as determined by the salary guide in effect at the time of the sabbatical. From this compensation, the Board shall cause to be made regular deductions as are required by law.
5. The request for sabbatical leave shall be made prior to January 1st of the school year previous to the year for which the absence is desired.
6. The teacher's request for sabbatical should outline in detail the proposed professional improvement plan for the Board's review.
7. The Board of Education does not obligate itself to grant sabbaticals to more than three (3) candidates in any one school year. The purpose of the sabbatical, the date of application and teacher service shall be factors in determining the grant. The program for which the sabbatical is requested shall be reviewed and accepted by the Superintendent of Schools if it meets with the above requirements.
8. As a condition for granting sabbatical leave, the teacher shall enter into a contract with the Board of Education to continue in service for a period of at least two (2) years after the expiration

of the leave of absence. Upon failure to continue in the Long Branch School System for the two year period, the teacher may be required to repay to the Board of Education a sum bearing the same ratio to the amount of salary received while on sabbatical leave that the un-filled portion of the two subsequent year's service bears to the full two years.

9. The teacher's position and his annual increment according to the salary guide will be assured by the Board upon his return to the Long Branch School System provided that the conditions of the leave have been fully met.

10. Upon the completion of a sabbatical leave of absence, the teacher will be expected to evaluate the professional objectives attained during the sabbatical. This evaluation could be either in a written form and/or personal presentation to the Board, faculty, etc. The format will be arrived at by mutual agreement of the Superintendent of Schools and candidate.

## ARTICLE XI - SALARIES

A. The following guide for the administration of salaries for teachers as defined herein in Long Branch Public Schools shall become effective on September 1, 1969. It shall supersede any salary schedule previously adopted for teachers. Said Salary Guide is annexed hereto as "Schedule C."

1. Annual increments for satisfactory service will be granted upon the recommendation of the Principals and Superintendent of Schools subject to the approval of the Board of Education.
2. Professional training of at least six approved graduate credits shall be completed during every five year employment period following start of service in Long Branch. This training must be completed in order for increments or adjustments to be continued, except for teachers who reach the age of fifty-five, during the year in which the increment or adjustment becomes due.

Courses of study must be approved in advance by the Superintendent of Schools, if salary credit is desired.

3. A Bachelor's Degree must have been attained before a teacher will be considered eligible for placement on the four year training level.
4. A Bachelor's Degree plus 30 graduate credits or a Master's Degree is a requisite for placement on the fifth year level.
5. A Master's Degree plus 30 hours of graduate work will be accepted for placement on the sixth year level.
6. In establishing placement on the Guide, each teacher will be classified according to years of training and teaching experience, as recorded in the Office of the Superintendent of Schools.

In such classification teachers will be allowed credit not to exceed a total of ten years for public school teaching experience prior to coming to Long Branch. The Board of Education may accept service in the Armed Forces not to exceed four years.

7. When a teacher qualifies for a higher level on the Guide he will be granted the additional increment at the start of the next Social Security Payroll Quarter after the recommendation has been passed by the Board of Education.

Submission to the Superintendent of all additional credits or degrees earned is the responsibility of the teacher. Credits will not be retroactive.

8. The exception to No. 2, "(Courses of study must be approved in advance by the Superintendent of Schools, if salary credit is desired.)" will be only those credits established for and prior to a Board sponsored "Inservice Workshop."

LONG BRANCH PUBLIC SCHOOLS  
LONG BRANCH, NEW JERSEY

SALARY GUIDE  
1969-1970

| <u>STEP</u> | <u>-4 YEAR</u> | <u>4 YEAR</u> | <u>5TH YEAR<br/>MA, BA+30</u> | <u>6TH YEAR<br/>MA+30 OR PH.B.</u> |
|-------------|----------------|---------------|-------------------------------|------------------------------------|
| 1           |                | 6750          | 7350                          | 7950                               |
| 2           |                | 7050          | 7650                          | 8250                               |
| 3           | 6550           | 7350<br>400   | 7950<br>400                   | 8550<br>400                        |
| 4           | 6850           | 7750          | 8350                          | 8950                               |
| 5           | 7150           | 8050          | 8650                          | 9250                               |
| 6           | 7450           | 8350          | 8950                          | 9550                               |
| 7           | 7750           | 8650<br>400   | 9250                          | 9850<br>400                        |
| 8           | 8050           | 9050          | 9550                          | 10,250                             |
| 9           | 8350           | 9350          | 9850                          | 10,550                             |
| 10          | 8650           | 9650          | 10,150                        | 10,850                             |
| 11          | 8950           | 9950          | 10,450<br>400                 | 11,150<br>400                      |
| 12          | 9250           | 10,250        | 10,850                        | 11,550                             |
| 13          | 9550           | 10,550        | 11,150                        | 11,850                             |
| 14          | 9850           | 10,850        | 11,450                        | 12,150                             |
| 15          | 10,150         | 11,150        | 11,750                        | 12,450                             |
| 30          | 10,450         | 11,450        | 12,050                        | 12,750                             |

## ARTICLE XII - INSURANCE

The Board shall provide for the teachers, at its sole cost and expense, medical insurance coverage for each teacher, including Blue Cross, Blue Shield, Major Medical and Extended Rider J coverage.

Any individual teacher may arrange for Extended Family Medical Insurance coverage of the type hereinabove set forth at the teacher's sole expense, the cost of which Extended Family Medical Insurance coverage may be paid through salary deduction upon the request of the teacher.

ARTICLE XIII - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1969, and shall continue in effect without interruption until June 30, 1970.

## ARTICLE XIV - MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any contract between the Board and an individual teacher, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at 6 West End Court, Long Branch, New Jersey, 07740.
2. If by Board, to Association at the President's permanent residence address.

D. This Agreement constitutes the entire understanding between the parties, and the parties hereto agree that no parole or oral promises not incorporated herein are to be binding upon the parties, and, further, that this Agreement may only be modified, altered or supplemented by written agreement between the parties.

ARTICLE XV - SIGNATURES

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed to the within Agreement consisting 37 pages, on this 16th day of April 1969.

BOARD OF EDUCATION OF LONG BRANCH

By \_\_\_\_\_  
Harold J. Schaaff, Vice President

ATTEST:

\_\_\_\_\_  
Donald J. Van Brunt, Secretary

LONG BRANCH EDUCATION ASSOCIATION, INC.

By \_\_\_\_\_  
Michael Marchitto, President

ATTEST:

\_\_\_\_\_  
Patricia Donohoe, Secretary

State of New Jersey  
County of MONMOUTH

BE IT REMEMBERED, that on this \_\_\_\_\_ day of April  
1969, before me, the subscriber,

an Attorney-at-Law of New Jersey personally appeared DONALD J. VAN BRUNT and PATRICIA DONOHOE who, being by me duly sworn on their oaths, do depose and make proof to my satisfaction, that they are the Secretary of the Board of Education of Long Branch and the Long Branch Education Association, respectively, the parties mentioned in the within Instrument; that Seymour Greenspan and Michael Marchitto are the respective Presidents of said Corporations; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said Corporations; that deponent well knows the corporate seal of said corporations; and the seals affixed to said Instrument are such corporate seals and were thereto affixed, and said Instrument signed and delivered by said respective Presidents as and for their voluntary acts and deeds and as and for the voluntary acts and deeds of said Corporations in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,  
at  
the date aforesaid.

\_\_\_\_\_  
Donald J. Van Brunt

\_\_\_\_\_  
Patricia Donohoe

\_\_\_\_\_  
JOHN R. HALLERAN  
Attorney-at-Law of New Jersey

